

STEPHANIE S. CHRISTENSEN
Acting United States Attorney
SCOTT M. GARRINGER
Assistant United States Attorney
Chief, Criminal Division
SAMUEL J. DIAZ (Cal. Bar No. 304503)
Assistant United States Attorney
International Narcotics, Money Laundering,
and Racketeering Section
1400 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-3045
Facsimile: (213) 894-6269
E-mail: samuel.diaz@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARTHA CATALINA ESPARZA
ARELLANO,

Defendant.

No. CR 2:22-cr-00435-JFW

PLEA AGREEMENT FOR DEFENDANT
MARTHA CATALINA ESPARZA ARELLANO

1. This constitutes the plea agreement between Martha Catalina Esparza Arellano ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authority.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to a two-count information in the form
2 attached to this agreement as Exhibit A or a substantially similar
3 form, which charges defendant with two counts of assault by striking,
4 beating, or wounding, in violation of 18 U.S.C. § 113(a)(4) and 49
5 U.S.C. § 46506.

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessments at or before
19 the time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest facts agreed to in this agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, provided that defendant
27 demonstrates an acceptance of responsibility for the offenses up to
28 and including the time of sentencing, recommend a two-level reduction

1 in the applicable Sentencing Guidelines offense level, pursuant to
2 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
3 additional one-level reduction if available under that section.

4 d. Except for criminal tax violations (including
5 conspiracy to commit such violations chargeable under 18 U.S.C.
6 § 371), not further criminally prosecute defendant for violations of
7 49 U.S.C. § 46504 arising out of defendant's conduct described in the
8 agreed-to factual basis set forth in paragraph 9 below. Defendant
9 understands that the USAO is free to criminally prosecute defendant
10 for any other unlawful past conduct or any unlawful conduct that
11 occurs after the date of this agreement. Defendant agrees that at
12 the time of sentencing the Court may consider the uncharged conduct
13 in determining the applicable Sentencing Guidelines range, the
14 propriety and extent of any departure from that range, and the
15 sentence to be imposed after consideration of the Sentencing
16 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

17 e. Recommend that defendant be sentenced to a term of
18 imprisonment no higher than the low end of the applicable Sentencing
19 Guidelines range, provided that the offense level used by the Court
20 to determine that range is 7 or higher. For purposes of this
21 agreement, the low end of the Sentencing Guidelines range is that
22 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A,
23 without regard to reductions in the term of imprisonment that may be
24 permissible through the substitution of community confinement or home
25 detention as a result of the offense level falling within Zone B or
26 Zone C of the Sentencing Table.

1 Court may order restitution to persons other than the victims of the
2 offenses to which defendant is pleading guilty and in amounts greater
3 than those alleged in the counts to which defendant is pleading
4 guilty. In particular, defendant agrees that the Court may order
5 restitution to any victim of any of the following for any losses
6 suffered by that victim as a result: (a) any relevant conduct, as
7 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
8 defendant is pleading guilty.

9 8. Defendant understands that supervised release is a period
10 of time following imprisonment during which defendant will be subject
11 to various restrictions and requirements. Defendant understands that
12 if defendant violates one or more of the conditions of any supervised
13 release imposed, defendant may be returned to prison for all or part
14 of the term of supervised release authorized by statute for the
15 offense that resulted in the term of supervised release, which could
16 result in defendant serving a total term of imprisonment greater than
17 the statutory maximum stated above.

18 FACTUAL BASIS

19 9. Defendant admits that defendant is, in fact, guilty of the
20 offenses to which defendant is agreeing to plead guilty. Defendant
21 and the USAO agree to the statement of facts provided below and agree
22 that this statement of facts is sufficient to support pleas of guilty
23 to the charges described in this agreement and to establish the
24 Sentencing Guidelines factors set forth in paragraph 11 below but is
25 not meant to be a complete recitation of all facts relevant to the
26 underlying criminal conduct or all facts known to either party that
27 relate to that conduct.

On December 11, 2021, defendant boarded British Airways flight 281 from London, England to Los Angeles, California. During the course of the flight, and while in the special aircraft jurisdiction of the United States, defendant became intoxicated and physically assaulted British Airways flight attendant S.S. by slapping him in the face. In addition, defendant physically assaulted passenger H.H. by pulling H.H.'s hair and ear.

SENTENCING FACTORS

10. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

11. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	7	[U.S.S.G. § 2A2.3(a)]
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Multiple Counts	+2	[U.S.S.G. § 3D1.4]
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Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate.

1 12. Defendant understands that there is no agreement as to
2 defendant's criminal history or criminal history category.

3 13. Defendant and the USAO reserve the right to argue for a
4 sentence outside the sentencing range established by the Sentencing
5 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 14. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel -- and if
13 necessary have the Court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the Court appoint
16 counsel -- at every other stage of the proceeding.

17 d. The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant guilty
19 beyond a reasonable doubt.

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 WAIVER OF VENUE

5 15. Having been fully advised by defendant's attorney regarding
6 the requirements of venue with respect to the offenses to which
7 defendant is pleading guilty, to the extent the offenses to which
8 defendant is pleading guilty were committed, begun, or completed
9 outside the Central District of California, defendant knowingly,
10 voluntarily, and intelligently waives, relinquishes, and gives up:
11 (a) any right that defendant might have to be prosecuted only in the
12 district where the offenses to which defendant is pleading guilty
13 were committed, begun, or completed; and (b) any defense, claim, or
14 argument defendant could raise or assert based upon lack of venue
15 with respect to the offenses to which defendant is pleading guilty.

16 WAIVER OF APPEAL OF CONVICTION

17 16. Defendant understands that, with the exception of an appeal
18 based on a claim that defendant's guilty pleas were involuntary, by
19 pleading guilty defendant is waiving and giving up any right to
20 appeal defendant's convictions on the offenses to which defendant is
21 pleading guilty. Defendant understands that this waiver includes,
22 but is not limited to, arguments that the statutes to which defendant
23 is pleading guilty are unconstitutional, and any and all claims that
24 the statement of facts provided herein is insufficient to support
25 defendant's pleas of guilty.

26 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

27 17. Defendant agrees that, provided the Court imposes a term of
28 imprisonment within or below the range corresponding to an offense

1 level of 7 and the criminal history category calculated by the Court,
2 defendant gives up the right to appeal all of the following: (a) the
3 procedures and calculations used to determine and impose any portion
4 of the sentence; (b) the term of imprisonment imposed by the Court
5 (c) the fine imposed by the Court, provided it is within the
6 statutory maximum; (d) to the extent permitted by law, the
7 constitutionality or legality of defendant's sentence, provided it is
8 within the statutory maximum; (e) the term of probation or supervised
9 release imposed by the Court, provided it is within the statutory
10 maximum; (f) the amount and terms of any restitution order, provided
11 it requires payment of no more than \$10,000 and (g) any of the
12 following conditions of probation or supervised release imposed by
13 the Court: the conditions set forth in Second Amended General Order
14 20-04 of this Court; the drug testing conditions mandated by 18
15 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
16 conditions authorized by 18 U.S.C. § 3563(b)(7).

17 18. The USAO agrees that, provided (a) all portions of the
18 sentence are at or below the statutory maximum specified above and
19 (b) the Court imposes a term of imprisonment within or above the
20 range corresponding to an offense level of 7 and the criminal history
21 category calculated by the Court, the USAO gives up its right to
22 appeal any portion of the sentence.

23 RESULT OF WITHDRAWAL OF GUILTY PLEAS

24 19. Defendant agrees that if, after entering guilty pleas
25 pursuant to this agreement, defendant seeks to withdraw and succeeds
26 in withdrawing defendant's guilty pleas on any basis other than a
27 claim and finding that entry into this plea agreement was
28 involuntary, then (a) the USAO will be relieved of all of its

1 obligations under this agreement; and (b) should the USAO choose to
2 pursue any charge that was either dismissed or not filed as a result
3 of this agreement, then (i) any applicable statute of limitations
4 will be tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action; and
6 (ii) defendant waives and gives up all defenses based on the statute
7 of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent
9 that such defenses existed as of the date of defendant's signing this
10 agreement.

11 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

12 20. Defendant agrees that if any count of conviction is
13 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
14 resentence defendant on any remaining count of conviction, with both
15 the USAO and defendant being released from any stipulations regarding
16 sentencing contained in this agreement, (b) ask the Court to void the
17 entire plea agreement and vacate defendant's guilty plea on any
18 remaining count of conviction, with both the USAO and defendant being
19 released from all their obligations under this agreement, or
20 (c) leave defendant's remaining conviction, sentence, and plea
21 agreement intact. Defendant agrees that the choice among these three
22 options rests in the exclusive discretion of the USAO.

23 EFFECTIVE DATE OF AGREEMENT

24 21. This agreement is effective upon signature and execution of
25 all required certifications by defendant, defendant's counsel, and an
26 Assistant United States Attorney.

BREACH OF AGREEMENT

22. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its obligations under this agreement.

23. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent that such defenses existed as of the date of defendant's signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 24. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 25. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 11 are
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the facts agreed to in this agreement, this
5 paragraph does not affect defendant's and the USAO's obligations not
6 to contest the facts agreed to in this agreement.

7 26. Defendant understands that even if the Court ignores any
8 sentencing recommendation, finds facts or reaches conclusions
9 different from those agreed to, and/or imposes any sentence up to the
10 maximum established by statute, defendant cannot, for that reason,
11 withdraw defendant's guilty pleas, and defendant will remain bound to
12 fulfill all defendant's obligations under this agreement. Defendant
13 understands that no one -- not the prosecutor, defendant's attorney,
14 or the Court -- can make a binding prediction or promise regarding
15 the sentence defendant will receive, except that it will be within
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 27. Defendant understands that, except as set forth herein,
19 there are no promises, understandings, or agreements between the USAO
20 and defendant or defendant's attorney, and that no additional
21 promise, understanding, or agreement may be entered into unless in a
22 writing signed by all parties or on the record in court.

23 //

24 //

25 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

STEPHANIE S. CHRISTENSEN
Acting United States Attorney

/s/

9/15/2022

SAMUEL J. DIAZ
Assistant United States Attorney

Date

MARTHA CATALINA ESPARZA ARELLANO
Defendant

9/13/22
Date

VICKI PODBERESKY
Attorney for Defendant MARTHA
CATALINA ESPARZA ARELLANO

9/14/22
Date

CERTIFICATION OF DEFENDANT


This agreement has been read to me in Spanish, the language I understand best. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of

1 any kind have been made to me other than those contained in this
 2 agreement. No one has threatened or forced me in any way to enter
 3 into this agreement. I am satisfied with the representation of my
 4 attorney in this matter, and I am pleading guilty because I am guilty
 5 of the charges and wish to take advantage of the promises set forth
 6 in this agreement, and not for any other reason.

7 
 8 MARTHA CATALINA ESPARZA ARELLANO 9/13/22
 9 Defendant Date

10 CERTIFICATION OF INTERPRETER

11 I, Sean Fallon, am fluent in the written and spoken
 12 English and Spanish languages. I accurately translated this entire
 13 agreement from English into Spanish to defendant MARTHA CATALINA
 14 ESPARZA ARELLANO on this date.

15 
 16 INTERPRETER 9/13/22
 Date

17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am MARTHA CATALINA ESPARZA ARELLANO's attorney. I have
 19 carefully and thoroughly discussed every part of this agreement with
 20 my client. Further, I have fully advised my client of her rights, of
 21 possible pretrial motions that might be filed, of possible defenses
 22 that might be asserted either prior to or at trial, of the sentencing
 23 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
 24 Guidelines provisions, and of the consequences of entering into this
 25 agreement. To my knowledge: no promises, inducements, or
 26 representations of any kind have been made to my client other than
 27 those contained in this agreement; no one has threatened or forced my
 28 client in any way to enter into this agreement; my client's decision

1 to enter into this agreement is informed and voluntary; and the
2 factual basis set forth in this agreement is sufficient to support my
3 client's entry of guilty pleas pursuant to this agreement.

4 

5 VICKI PODBERESKY
6 Attorney for Defendant MARTHA
CATALINA ESPARZA ARELLANO

9/14/22
Date

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MARTHA CATALINA ESPARZA
ARELLANO,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 113(a)(4): Assault by Striking, Beating, or Wounding;
49 U.S.C. § 46506: Application of Certain Criminal Laws to Acts on Aircraft]

[CLASS A MISDEMEANOR]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 113(a)(4); 49 U.S.C. § 46506]

On or about December 11, 2021, while on an aircraft in the special aircraft jurisdiction of the United States, namely, British Airways Flight 281 from London, England to Los Angeles, California, which landed in Los Angeles County, within the Central District of California, defendant MARTHA CATALINA ESPARZA ARELLANO assaulted S.S. by intentionally striking and beating him, specifically, by slapping S.S. in the face with her hand.

COUNT TWO

[18 U.S.C. § 113(a)(4); 49 U.S.C. § 46506]

On or about December 11, 2021, while on an aircraft in the special aircraft jurisdiction of the United States, namely, British Airways Flight 281 from London, England to Los Angeles, California, which landed in Los Angeles County, within the Central District of California, defendant MARTHA CATALINA ESPARZA ARELLANO assaulted H.H. by intentionally striking and beating H.H., specifically, by pulling H.H.'s hair and ear.

E. MARTIN ESTRADA
United States Attorney

Christina Shy for SMG

SCOTT M. GARRINGER
Assistant United States Attorney
Chief, Criminal Division

DAVID T. RYAN
Assistant United States Attorney
Deputy Chief, General Crimes
Section

SAMUEL J. DIAZ
Assistant United States Attorney
International Narcotics, Money
Laundering, and Racketeering
Section

CERTIFICATE OF SERVICE

I, SANDRA POWELL, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

PLEA AGREEMENT FOR DEFENDANT MARTHA CATALINA ESPARZA ARELLANO

service was:

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☐ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

☐ By hand delivery, addressed as follows:

☐ By facsimile, as follows:

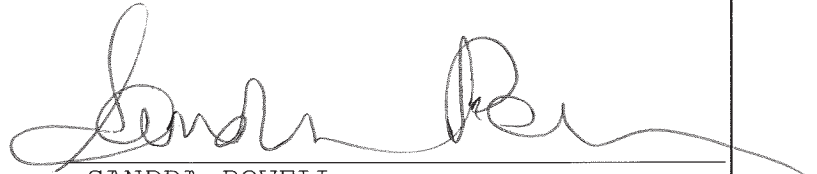
☐ By messenger, as follows:

☐ By Federal Express, as follows:

☒ By e-mail, as follows:

Vicki I. Podberesky
E-mail: vpod@aplav.law

This Certificate is executed on **September 22, 2022**, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.


SANDRA POWELL